

9-268A044



September 25, 1989

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 15701-A FILED 1425

SEP 25 1989

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

1. Security Agreement (Mortgage) Supplement dated as of July 15, 1989, a secondary document which supplements the Security Agreement (Mortgage) ("Security Agreement") dated as of June 30, 1988, between Export Development Corporation ("EDC") and the National Railroad Passenger Corporation ("Amtrak"), which was filed under Recordation No. 15701.

2. Confirmatory Supplement dated as of September 25, 1989, a secondary document which supplements the Security Agreement filed under Recordation No. 15701.

3. Lease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Lease Supplement No. 1 dated as of September 25, 1989.

4. Lessee Security Agreement (Mortgage) dated as of July 15, 1989, a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of September 25, 1989.

5. Sublease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Sublease Supplement No. 1 dated as of September 25, 1989.

6. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of July 15, 1989, a primary document which includes the Indenture Supplement No. 1 dated as of September 25, 1989.

7. FRA Subordinated Security Agreement dated as of September 1, 1989, a primary document.

8. Cure Rights Agreement dated as of September 1, 1989, a primary document.

Amtrak requests that all of the documents listed herein, whether primary or secondary, be filed under Recordation No. 15701.

The parties to the above-listed documents include the following:

1 and 2. the Security Agreement (Mortgage) Supplement and the Confirmatory Supplement: EDC as mortgagee and Amtrak as mortgagor.

3, 4 and 5. the Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Wilmington Trust Company ("Owner Trustee") as, respectively, lessee, mortgagee, and sublessor.

6. the Trust Indenture and the Supplement No. 1 thereto: Owner Trustee as mortgagor and The Connecticut National Bank ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

7. the FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

8. the Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, Indenture Trustee as mortgagee, and EDC as a consenting party.

The addresses of the parties are:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

Export Development Corporation
Place Export Canada
151 O'Connor Street
P.O. Box 655
Ottawa, Canada K1P 5T9

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street S. W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N. E.
Washington, D. C. 20002
Attention: Corporate Secretary

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

The railway equipment covered by the primary documents listed above and the Security Agreement (Mortgage) Supplement consists of eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54413, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive. All other documents listed above cover a portion of such railway equipment: forty-four (44) coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

A fee of \$104 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short Summaries of the documents to appear in the index follow:

1. Security Agreement (Mortgage) Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of July 15, 1989 and covering eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

2. Confirmatory Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of September 25, 1989 and covering forty-four (44) intercity passenger coaches bearing National Railroad Passenger Corporation (Amtrak) road numbers 54000 to 54043, inclusive.

3. Lease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as lessor, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Lease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

4. Lessee Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Lessee Security Agreement (Mortgage) covers eighty-six (86) intercity passenger coaches

bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

5. Sublease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as sublessee, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Sublease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

6. Trust Indenture and Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagor, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Trust Indenture covers eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

7. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S. W. Washington, D. C. 20590, as mortgagee, dated as of September 1, 1989 and covering eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

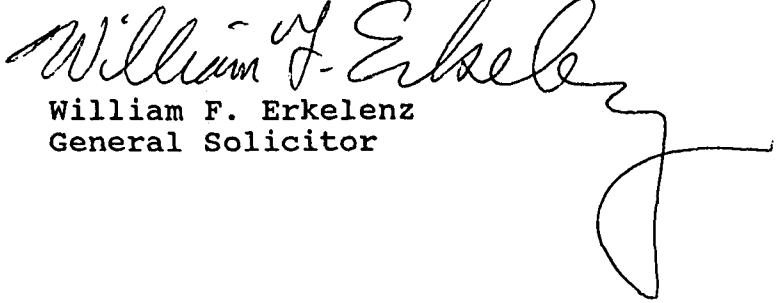
8. Cure Rights Agreement between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee, sublessor, and mortgagee, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of September 1, 1989, and covering eighty-six (86) intercity passenger coaches bearing

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National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

A handwritten signature in cursive script, reading "William F. Erkelenz". The signature is written in dark ink and is positioned above the printed name and title. A long, sweeping horizontal line extends from the end of the signature to the right.

William F. Erkelenz
General Solicitor

RECORDATION NO 15701-9 FILED 1425
SEP 25 1989 -2 45 PM
INTERSTATE COMMERCE COMMISSION

EXECUTION COPY

FRA SUBORDINATED SECURITY AGREEMENT

dated as of September 1, 1989

between

NATIONAL RAILROAD PASSENGER CORPORATION

and

FEDERAL RAILROAD ADMINISTRATOR

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[FRA SUBORDINATED SECURITY AGREEMENT]

FRA SUBORDINATED SECURITY AGREEMENT

THIS FRA SUBORDINATED SECURITY AGREEMENT ("Agreement"), made in Washington, D.C., as of September 1, 1989 between the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized and existing under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and the FEDERAL RAILROAD ADMINISTRATOR for himself and on behalf of the Secretary of the Department of Transportation (the "Administrator").

W I T N E S S E T H :

WHEREAS, the Administrator, pursuant to authority granted under section 602 of the Rail Passenger Service Act (45 U.S.C. 602) and in accordance with a delegation of authority from the Secretary, guaranteed payment of principal and interest on certain financial obligations of Amtrak held by the Federal Financing Bank;

WHEREAS, on October 5, 1983, the Administrator was required to honor its guarantees and to pay to the Federal Financing Bank on Amtrak's behalf the sum of \$1,119,635,428.43;

WHEREAS, in order to recognize Amtrak's resulting debt to the Administrator, Amtrak has executed the FRA Note establishing Amtrak's obligation to repay the sums paid by the Administrator on behalf of Amtrak under the guarantee agreements;

WHEREAS, the Security Agreement of August 7, 1972, as adopted by the Security Agreement of December 27, 1973, as further adopted by the Security Agreement of January 29, 1975 as amended and restated by the Security Agreement of October 5, 1983, states that Amtrak agrees that it will at any time, upon the request of the Administrator, perform all such further acts as shall be reasonably required to effect the intent of such security agreements, and to secure and confirm to the Administrator and the Administrator's successors all the rights thereinbefore described and intended to be assigned as collateral security, so as to render the same subject to the terms and provisions of such security agreements; and

WHEREAS, the Administrator for itself and as the Secretary's delegate, has entered into the Release and Consent as of the date hereof and as a condition to the execution and delivery thereof has required that Amtrak grant the security interests created hereby;

[FRA SUBORDINATED SECURITY AGREEMENT]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement, including the preceding recitals, have the respective meanings specified therefor in Annex A to the Release of Mortgage and Consent dated as of September 1, 1989 between Amtrak and the Administrator, a copy of which Annex A is attached hereto.

Section 2. Interpretations. All references in this instrument to designated "Sections" and other subdivisions are, unless otherwise specified, to the designated Sections and subdivisions of this instrument. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Agreement. All words importing the singular number include the plural number and vice versa; and all words importing the masculine gender include the feminine gender.

Section 3. Grant of Security Interest. As security for the due and punctual payment of the principal of and interest on the FRA Note according to its terms and effect, Amtrak hereby grants, conveys, and sets over to the Administrator, and the Administrator's successors and assigns, a security interest in all of Amtrak's right, title and interest in and to the Sublease and the Sublease Supplements, subject to Amtrak's obligations thereunder, but excluding Excepted Payments, TO HAVE AND TO HOLD such rights and interests unto the Administrator, its successors and assigns forever, subject to the terms and conditions set forth in this instrument; provided, however, that the rights of the Administrator set forth in this Agreement shall be subject and subordinate to the rights of all parties to the EDC Loan Agreement, the EDC Security Agreement and the Operative Documents, except Amtrak; provided, further, however, that nothing shall be deemed to limit the Administrator's cure rights provided for in the Cure Rights Agreement attached hereto as Annex I. The Administrator agrees that if the Administrator exercises any remedies hereunder with respect to the Sublease, the Administrator will assume the responsibility for discharging any outstanding obligations of Amtrak under the Sublease and the other Operative Documents.

Section 4. Use of Equipment. Notwithstanding the provisions of Section 3, so long as the terms, provisions, and conditions of this Agreement and the FRA Note shall be kept, observed, and performed by or on behalf of Amtrak, Amtrak shall have the right at all times to use the Equipment in

[FRA SUBORDINATED SECURITY AGREEMENT]

lawful conduct of its business and otherwise to exercise all rights of the Sublessee under the Sublease.

Section 5. Amtrak Covenants. Amtrak covenants that, so long as this Agreement remains in effect, it will:

(a) notify the Administrator within ten (10) Business Days of the execution of a Sublease Supplement, a Casualty Occurrence with respect to an Item of Equipment or receipt of notice of any claim of any third party in the right, title and interest of Amtrak under the Sublease adverse to that of the Administrator hereunder;

(b) maintain the Equipment in good order and repair, suitable for the purposes of transporting passengers, and maintain and operate said Equipment in compliance with the Sublease;

(c) except as provided in the Operative Documents and in accordance with applicable law, pay and keep the Equipment and the Sublease free and clear of any and all taxes, assessments, encumbrances and liens of every kind and description whatsoever;

(d) on or before January 1 of each year, commencing with January 1, 1990, furnish the Administrator an accurate report, as of the preceding November 1, on the condition and state of repair of each Item of Equipment;

(e) cause each Item of Equipment to be kept numbered with its identifying number as set forth in the Sublease or in the Sublease Supplement covering such Item of Equipment; and

(f) indemnify and hold the Administrator harmless from and against all claims for losses, damages, injuries and expenses in connection therewith, arising out of, or as the result of entering into or the performance of this Agreement, the security interest vested in the Administrator, and the use, operation or condition of the Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

Section 6. Continuing Obligation. Amtrak agrees that it will at any time, and from time to time hereafter, upon request of the Administrator, make, do, execute, deliver, and perform all such further acts as shall be reasonably required to effect the intent of this Agreement, and to secure and confirm to the Administrator or the Administrator's successors and assigns all of the security and rights,

[FRA SUBORDINATED SECURITY AGREEMENT]

hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now or hereafter possessed, subject to the terms and provisions of this Agreement.

Section 7. Termination. This Agreement shall terminate when (a) the Sublease shall have terminated; or (b) the FRA Note has been paid in full. The Administrator, if so requested by Amtrak, will execute and deliver at the same place, for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the termination of this Agreement.

Section 8. Amendments. This Agreement may be amended only by a consent in writing signed by Amtrak and the Administrator and shall specifically refer to itself as an amendment hereto.

Section 9. Governing Law. The interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia or, to the extent the Federal law of the United States of America is applicable, such Federal law.

Section 10. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.


[FRA SUBORDINATED SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the parties hereto, have executed this Agreement by signing it as of the date hereof.

NATIONAL RAILROAD PASSENGER
CORPORATION

By 
Name: Richard I. Klein
Title: Treasurer

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary

By 
Name: Susan M. Coughlin
Title: Acting Federal Railroad
Administrator

[FRA SUBORDINATED SECURITY AGREEMENT]

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On this 14th day of September, 1989, before me personally appeared Richard I. Klein, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION and that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Notary Public

My commission expires

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694235
Qualified in Queens County
Commission Expires March 30, 1991

July 31, 1991

[FRA SUBORDINATED SECURITY AGREEMENT]

DISTRICT OF COLUMBIA)
 : ss.
CITY OF WASHINGTON)

Before me, a Notary Public in and for the District of Columbia, appeared in person the within named Susan M. Coughlin ^{Acting} Federal Railroad Administrator of the Department of Transportation, to me personally known, who stated that she is duly authorized to execute the foregoing instrument for herself and on behalf of the Secretary of the Department of Transportation, and further stated and acknowledged that she had executed the foregoing instrument for herself and on behalf of the Secretary of the Department of Transportation as a free and voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of September, 1989.

Harold E. Finney
Notary Public

[SEAL]

My commission expires

Feb. 15, 1990

ANNEX A TO
RELEASE AND CONSENT

DEFINITIONS

The following terms shall have the following meanings for all purposes of the Release and Consent (as modified, amended or supplemented from time to time) to which this Annex A is appended:

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and its successors and assigns, also known as Lessor.

"Drawdown Note" means that certain demand note issued by Lessor on June 30, 1988 pursuant to the Loan Agreement.

"EDC" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada.

"EDC Loan Agreement" means the Loan Agreement as supplemented by the Loan Agreement Supplement and as further modified, amended or supplemented from time to time.

"EDC Security Agreement" means the EDC Security Agreement (Mortgage) as supplemented by the EDC Security Agreement Supplement and as further modified, amended or supplemented from time to time.

"EDC Security Agreement (Mortgage)" means that certain Security Agreement (Mortgage) dated as of June 30, 1988 by and between Amtrak and EDC.

"EDC Security Agreement Supplement" means that certain EDC Security Agreement (Mortgage) Supplement dated as of July 15, 1989 between the Lender and Amtrak.

"Equipment" means, to the extent that a Lease Supplement and a Sublease Supplement shall have been executed and delivered with respect thereto in accordance with the Operative Documents, each of the eighty-six (86) inter-city passenger rail coaches, and the up to eighteen (18) food service rail cars expected to be subjected to the Lease and the Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other

equipment or components of any nature installed thereon, and replacements thereof (individually, an "Item" or "Item of Equipment" and, collectively, the "Equipment" or "Items of Equipment").

"FRA" means the Federal Railroad Administrator of the Department of Transportation.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"ICC" means the United States Interstate Commerce Commission or any successor agency thereto.

"Indenture" means that certain Trust Indenture and Security Agreement dated as of July 15, 1989, between Owner Trustee and Indenture Trustee as originally executed or modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including, without limitation, an indenture supplement substantially in the form of Appendix B to the Indenture.

"Indenture Trustee" means The Connecticut National Bank, a national banking association, and its permitted successors and assigns.

"Item", "Item of Equipment" and "Items of Equipment" have the meanings set forth under "Equipment".

"Lease" means that certain Lease of Railroad Equipment dated as of July 15, 1989 between Amtrak, as lessor, and Owner Trustee, as lessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered

[RELEASE AND CONSENT]

into between Lessor and Lessee (collectively, the "Lease Supplements").

"Leasehold Interest" with respect to an Item of Equipment means the rights thereto of Lessee created under the Lease.

"Lender" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada, and its permitted successors and assigns.

"Lessee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as lessee under the Lease, and its permitted successors and assigns.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of July 15, 1989 by and between Amtrak and Owner Trustee as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement, entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease, and its successors and assigns as such.

"Loan Agreement" means that certain Loan Agreement, dated as of June 30, 1988, between Amtrak and EDC.

"Loan Agreement Supplement" means that certain Loan Agreement Supplement dated, as of July 15, 1989 between the Lender and Amtrak.

"Operative Documents" means the Participation Agreement, the Trust Agreement, the Indenture, any Indenture Supplement, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes, the Warranty Assignment, the Release and Consent, the FRA Subordinated Security Agreement, the Lessee

[RELEASE AND CONSENT]

Security Agreement and any Lessee Security Agreement Supplement, collectively.

"Overall Transaction" means the leveraged lease arrangements and transactions contemplated by and reflected in the Operative Documents.

"Owner Participant" means Chrysler Capital Corporation, a Delaware corporation, and its successors and assigns.

"Owner Trustee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, and its successors and assigns.

"Participation Agreement" means that certain Participation Agreement dated as of July 15, 1989 among Amtrak, Owner Participant, Lender, Owner Trustee and Indenture Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.), as amended from time to time.

"Release and Consent" means that certain Release of Mortgage and Consent dated as of September 1, 1989 by the FRA as originally executed.

"Secretary" means the Secretary of the Department of Transportation.

"Secured Note" means and "Secured Notes" mean all of the notes of Owner Trustee, substantially in the form thereof specified in Appendix A to the Indenture, as authenticated and delivered pursuant to the Indenture.

"Sublease" means that certain Sublease of Railroad Equipment dated as of July 15, 1989, between Owner Trustee, as sublessor, and Amtrak, as sublessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Event of Default", when used in the Indenture, means an Event of Default.

"Sublease Supplement" means a supplement to the Sublease substantially in the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

"Sublessee" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak in its capacity as sublessee under the Sublease, and its successors and assigns.

"Sublessor" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as expressly provided in the Operative Documents, in its capacity as sublessor under the Sublease, and its successors and assigns.

"Subordination Agreement" means that certain Subordination Agreement and Consent to Superior Obligation and Lien dated as of June 30, 1988 by and between Amtrak, the FRA and EDC, as amended and restated as of September 1, 1989.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement dated as of July 15, 1989, between Owner Participant and Amtrak, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Trust Agreement" means that certain Trust Agreement dated as of July 15, 1989, between Owner Participant and Wilmington Trust Company, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Warranty Assignment" means that certain Warranty Assignment dated as of July 15, 1989 between Amtrak, as assignor, and Owner Trustee, as assignee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.